

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 3/30/22

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
136 FIELD POINT CIRCLE HOLDING
COMPANY LLC,

Plaintiff,

-against-

ALEXANDER RAZINSKI and TANYA
RAZINSKI,

Defendants.
-----X

No. 19 Civ. 5656 (JFK)

OPINION & ORDER

Appearances

FOR DEFENDANTS ALEXANDER RAZINSKI and TANYA RAZINSKI
Pro se

FOR THE PLAINTIFF 136 FIELD POINT CIRCLE HOLDING COMPANY LLC
Mitchell J. Baker, Katie R. Wendle, BAKER, LESHKO, SALINE &
DRAPEAU, LLP

JOHN F. KEENAN, United States District Judge:

Plaintiff 136 Field Point Circle Holding Company LLC ("136 FPC") brought this action against Defendants Tanya Razinski and Alexander Razinski ("the Razinskis") alleging breach of contract. In a May 6, 2021, Opinion and Order ("May 6 Opinion"), the late Judge William H. Pauley III granted 136 FPC's motion for summary judgment and entered judgment in favor of 136 FPC in the amount of \$1,000,000. See 136 Field Point Circle Holding Co., LLC v. Razinski, No. 19 Civ. 5656 (WHP), 2021 WL 1820191, at *6 (S.D.N.Y. May 6, 2021). Presently before the Court is 136 FPC's Motion for Attorney's Fees ("Motion")

pursuant to Federal Rule of Civil Procedure 54(d)(2).¹ (ECF Nos. 59, 60.) For the reasons set forth below, the Motion is granted in part and denied in part.

I. Background

The Court presumes the parties' familiarity with the underlying facts of this case, which are set out in greater detail in Judge Pauley's May 6 Opinion. See Razinski, 2021 WL 1820191, at *1. The Court summarizes here the facts that are relevant to resolving the instant motion.

Since 2013, the law firm Baker, Leshko, Saline & Drapeau has provided 136 FPC with legal services related to this "Dickensian saga involving two holdover tenants and a multi-million dollar mansion in Greenwich, Connecticut." Razinski, 2021 WL 1820191, at *1. As relevant here, the Razinskis entered into a financing agreement ("the Master Agreement") in 2012 with 136 FPC in order to stave off their eviction from the waterfront Greenwich home. Under the agreement, 136 FPC exercised the Razinskis' option to purchase the home "provided that the Razinskis could lease the property for one year at a rate of \$25,000 a month, with the option to extend the term up to six months. . . . As part of the Master Agreement, the Razinskis

¹ This case was reassigned to this Court on October 11, 2021, following Judge Pauley's passing. (See Notice of Case Reassignment, dated Oct. 11, 2021.)

also acquired an option to purchase the property from 136 Field Point Circle Holding by November 17, 2013.” Id. (citations omitted). Section 6.4 of the Master Agreement contained a provision providing liquidated damages in the amount of \$1,000,000 in the event the property was not sold. Id.

The Razinskis did not exercise the option to purchase the home from 136 FPC. Id. Instead, the Razinskis filed suit in New York State court alleging that they had an equitable mortgage and a lis pendens on the property. Id. After several years of defending against the Razinskis’ fruitless litigation, 136 FPC filed suit in this District on June 18, 2019, seeking enforcement of § 6.4 of the Master Agreement. Id. at *2. In its complaint, 136 FPC alleged that because the property did not sell within two years of the signing of the Master Agreement, the Razinskis owed liquidated damages of \$1,000,000. Id. Judge Pauley granted 136 FPC’s motion for summary judgment, holding that the Razinskis had breached § 6.4 of the Master Agreement and ordered the Razinskis to pay 136 FPC in accordance with their agreement. Id. at *6.

On May 20, 2021, 136 FPC filed the instant Motion for Attorneys’ Fees pursuant to Federal Rule of Civil Procedure 54(d)(2) and the indemnification clause of the Master Agreement. (Mot. for Attorney’s Fees; ECF No. 60.) 136 FPC alleges that under § 11 of the Master Agreement, the Razinskis are required

to pay for reasonable attorney's fees related to their breach of the contract. (Mem. of Law in Support; ECF No. 60.) In support of the Motion, 136 FPC submitted billing records ("Billing Records") which indicated that Mitchell Baker ("Baker"), a partner at Baker, Leshko, Saline & Drapeau, and an associate at the firm, Katie Wendle ("Wendle"), expended 180.1 hours on this litigation. (Billing Records; ECF No. 60-5.) The Billing Records contain the billing entries for both Baker and Wendle and reflect a rate of \$750 an hour for Baker and \$500 an hour for Wendle. (Id.) In total, the Billing Records reflect \$114,670.98 in fees for the 180.1 hours of billable work. (Id.)

In an affidavit accompanying the Motion, Baker notes that although the Billing Records reflect \$114,670.98 in fees, "[t]he total which has been paid and for which reimbursement is sought is \$100,406.89." (Baker Aff'd ¶ 7; ECF No. 60-1.) Baker goes on to state that "[t]he discrepancy between the time expended, \$114,670.98, and the amount sought, \$100,406.89, is due to certain adjustments I made at the request of the client." (Id.) The affidavit provides no further information about the "adjustments" and does not specify which of the billing entries contained in the Billing Records are included in the \$100,406.89 request.

In their Memorandum of Law in Opposition to the Motion, the Razinskis argue that the Court should deny the Motion because

(1) the indemnity clause of the Master Agreement does not apply, and (2) the fees sought by the Plaintiff are not reasonable. (Mem. of L. in Opp'n at 1-2; ECF No. 64.) Specifically, the Razinskis argue that the fees requested "are unsubstantiated, lack specificity, contain errors, are excessive, duplicative and vague." (Id. at 1.) In an affidavit accompanying the Memorandum, Tanya Razinski specifically objects to \$43,580.73 of the fees reported in the Billing Records, which, as noted previously, reflect a total of \$114,670.98 in fees. (Tanya Razinski Aff'd; ECF No. 63.) The Razinskis also request that the Court sanction 136 FPC's counsel under Federal Rules of Civil Procedure 11(b).² (Mem. in Opp'n at 1.)

In response, 136 FPC filed a Reply Memorandum of Law ("the Reply") and voluntarily reduced its request by \$43,580.73, noting that "[f]or the purposes of resolving [this motion], Plaintiff is willing to forgo any fees to which the Razinskis have objected." (136 FPC Reply Mem. of L. at 4; ECF No. 66.) The Reply further states that "to the extent the Court deems any

² The Razinskis request for sanctions is denied as procedurally improper. See Williamson v. Recovery Ltd. P'ship, 542 F.3d 43, 51 (2d Cir. 2008) (affirming the district court's denial of the defendants' Rule 11 motion where the defendants "failed to make a separate motion for sanctions under Rule 11, and therefore failed to comply with the procedural requirements of the rule"); see also Begonja v. Vornado Realty Tr., 159 F. Supp. 3d 402, 414-15 (S.D.N.Y. 2016) ("[D]efendants' request for attorneys' fees under Rule 11 was made together with the motion to dismiss rather than as a separate motion, and for that reason alone it must be denied.").

of the hourly rates charged unreasonable, Plaintiff asks the Court to make an independent determination on a reasonable hourly rate for Plaintiff's counsel's work." (Id.) In an affidavit accompanying the Reply ("Reply Affidavit"), Baker notes that 136 FPC's newly reduced request is \$56,826.16. (Baker Reply Aff'd ¶ 4.) The Reply Affidavit does not identify the specific billable work included in the new request.

In a November 10, 2021, Order, the Court directed 136 FPC to submit additional documentation concerning the new \$56,826.16 request. (ECF No. 70.) The Court informed 136 FPC that in order to evaluate the reasonableness of the requested fees, the Court must be able to assess the reasonableness of the hours billed by both Baker and Wendle. (Id.) Because 136 FPC never provided an exact tally of the billable hours included in its original \$100,406.89 request, the Court was unable to identify the hours for which 136 FPC seeks compensation. Accordingly, the Court directed 136 FPC to "provide additional documentation that identifies, for each attorney, the specific fees that make up the \$56,826.16 request." (Id.) The Order further stated that "136 FPC shall provide contemporaneous time records that identify the billable hours for which 136 FPC currently seeks reimbursement." (Id.)

In response, 136 FPC submitted an affidavit with two accompanying documents. The first document contains a modified

version of the original Billing Records ("Modified Billing Records") reflecting only the billing entries that were not objected to by the Razinskis. (Modified Billing Records; ECF No. 71-1.) The second document is an "Excel sheet" that lists the uncontested fees contained in the Modified Billing Records. (Excel Sheet; ECF No. 71-2.) In the affidavit ("Third Affidavit"), Baker states, without providing any further information, that "[t]he total of the fees in said Excel sheet amount to \$70,340, but Plaintiff is presently only seeking the \$56,826.16 that it agreed to seek in the prior motion."

(Baker's Third Aff'd; ECF No. 71.) Nowhere does Baker explain the \$13,513.84 difference between the hours reflected on the Modified Billing Records and the requested fee award. As a result, the Court is unable to determine the exact number of hours attributable to each attorney. The \$56,826.16 request reflects some unknown combination of hours billed by Baker and Wendle at two very different hourly rates.

II. Applicable Law

Rule 54(d) of the Federal Rules of Civil Procedure permits a party to move for attorneys' fees and provides that the moving party "must specify . . . the statute, rule, or contractual provision entitling the moving party to the award." Fed. R. Civ. P. 54(d)(2)(B). "Under the 'American Rule' a prevailing party is ordinarily not entitled to attorneys' fees except where

expressly provided by statute or contract.” In re Arb. Between Westchester Fire Ins. Co. v. Massamont Ins. Agency, Inc., 420 F. Supp. 2d 223, 227 (S.D.N.Y. 2005). If parties “agree by contract to permit recovery of attorneys’ fees, . . . a federal court will enforce contractual rights to attorneys’ fees if the contract is valid under applicable state law.” McGuire v. Russell Miller, Inc., 1 F.3d 1306, 1313 (2d Cir. 1993). “Under New York law, a contract that provides for an award of reasonable attorneys’ fees to the prevailing party in an action to enforce the contract is enforceable if the contractual language is sufficiently clear.” NetJets Aviation, Inc. v. LHC Commc'ns, LLC, 537 F.3d 168, 175 (2d Cir. 2008) (citations omitted); see also Gupta v. Headstrong, Inc., No. 20-3657, 2021 WL 4851396, at *2 (2d Cir. Oct. 19, 2021) (noting that New York law “permits parties to recover attorney’s fees in a contract if the intention to provide for such fees ‘is unmistakably clear from the language of the [contract]’” (quoting Hooper Assocs., Ltd. v. AGS Computers, Inc., 74 N.Y.2d 487, 492 (1989))).

“In the Second Circuit, attorney[’s] fees awards are [] calculated based on the ‘presumptively reasonable fee’ approach.” Ekukpe v. Santiago, 16 Civ. 5412 (AT), 2020 WL 1529259, at *1-2 (S.D.N.Y. Mar. 31, 2020) (quoting McGlone v. Contract Callers Inc., 146 F. Supp. 3d 582, 584 (S.D.N.Y. 2015)). “A district court calculates the presumptively

reasonable fee by multiplying the reasonable number of hours that the case requires by the reasonable hourly billing rate.” Gamero v. Koodo Sushi Corp., 328 F. Supp. 3d 165, 172 (S.D.N.Y. 2018) (citing Millea v. Metro-North R.R. Co., 658 F.3d 154, 166 (2d Cir. 2011)). The Court notes that “[b]ecause the Razinskis are proceeding pro se,³ the Court is required to construe their submissions liberally and interpret them ‘to raise the strongest arguments that they suggest.’” Razinski, 2021 WL 1820191, at *3 (quoting Triestman v. Fed. Bureau of Prisons, 470 F.3d 471, 474 (2d Cir. 2006)).

III. Discussion

A. The Razinskis Must Pay Reasonable Fees Under § 11 of the Master Agreement

As noted previously, 136 FPC contends that it is entitled to attorney’s fees under the Indemnity Clause of the Master Agreement. The clause states:

In consideration of [136 FPC] entering into this Agreement and consummating the transactions contemplated hereby, the Razinskis agree to jointly and severally indemnify and hold harmless, on demand, [136 FPC] and its affiliates, officers, directors and other representatives from and against any and all damages, losses, claims, liabilities and related costs and expenses (including reasonable attorneys’ fees and disbursements) incurred in connection with: (a) any breach by the Razinskis of any of their

³ “The Razinskis initially retained counsel in this action. (See ECF No. 11.) However, their attorney moved to withdraw, (ECF No. 19), and this Court granted his application after conducting a conference with all of the parties, (see ECF No. 22). The Razinskis claimed they were unable to retain new counsel and opted to proceed pro se.” Razinski, 2021 WL 1820191, at *3 n.1.

representations, warranties covenants or agreements set forth in this Agreement

(Master Agreement § 11.) The language of the agreement is clear and provides that the Razinskis are liable for any “reasonable attorneys’ fees” that are incurred by 136 FPC as a result of their breach of the Master Agreement. (Id.) As Judge Pauley concluded in his well-reasoned opinion, the Razinskis breached the Master Agreement when the property was not sold within two years of 136 FPC’s purchase of the property. See Razinski, 2021 WL 1820191, at *3 (holding “136 Field Point Circle Holding has established that the Razinskis breached the Master Agreement § 6.4 and are owed \$1 million in liquidated damages.”). Moreover, in their Memorandum in Opposition, the Razinskis concede that § 11 of the Master Agreement provides for attorneys’ fees, noting that “indemnity is contingent on attorneys’ fees and costs being reasonable.” (Mem. of L. in Opp’n at 1.) Accordingly, under the plain language of the Indemnity Clause, 136 FPC may recover reasonable attorneys’ fees.

The Razinskis contend that despite the language of the Master Agreement, 136 FPC is precluded from recovering attorney’s fees in this case because it previously “waived” the right to seek attorneys’ fees in a separate state court proceeding. The Razinskis provide no legal support for this proposition and the Court is unaware of any rule that would

support such a conclusion. The Court, therefore, concludes that the Razinskis must compensate 136 FPC for reasonable attorneys' fees under § 11 of the Master Agreement.

B. Reasonableness of 136 FPC's Fee Request

Having determined that the award of fees is appropriate in this case, the Court turns to the reasonableness of the amount requested. Despite 136 FPCs voluntary reduction, the Court is obligated to undertake an independent assessment of the reasonableness of the requested award. See Sidley Holding Corp. v. Ruderman, No. 08 Civ. 2513 (WHP), 2010 WL 963416, at *2 (S.D.N.Y. Mar. 15, 2010) (finding further reductions appropriate despite voluntary reduction by plaintiff because plaintiff's "fee request for a pedestrian commercial dispute is excessive[]"); see also Feuer v. Cornerstone Hotels Corp., No. 14 Civ. 5388 (JFB) (SIL), 2021 WL 4894181, at *8 (E.D.N.Y. Oct. 20, 2021) ("[N]otwithstanding counsel's expenditures of time and the voluntary reduction of the fees being sought, the Court, having presided over the case and the trial, concludes that this 40% additional reduction is necessary in order for the amount to constitute a reasonable fee under the particular circumstances of this case."). The Court, therefore, must consider the reasonableness of the hours expended and the hourly rates requested by Baker and Wendle.

1. Reasonableness of the Hours Expended

In determining the reasonable number of hours required by a case, the court may exclude hours that are "excessive, redundant, or otherwise unnecessary." Hensley v. Eckerhart, 461 U.S. 424, 434 (1983). The party seeking attorneys' fees "bears the burden of demonstrating the number of hours expended and the type of work performed through contemporaneous time records that 'specify, for each attorney, the date, the hours expended, and the nature of the work done.'" Congregation Rabbinical Coll. of Tartikov, Inc. v. Vill. of Pomona, 188 F. Supp. 3d 333, 339 (S.D.N.Y. 2016) (quoting N.Y. State Ass'n for Retarded Children, Inc. v. Carey, 711 F.2d 1136, 1148 (2d Cir. 1983)). Although it is "unnecessary for [fee applicants] to identify with precision the amount of hours allocated to each individual task," Rahman v. Smith & Wollensky Rest. Grp., Inc., No. 06 Civ. 6198 (LAK) (JCF), 2009 WL 72441, at *7 (S.D.N.Y. Jan. 7, 2009), attorneys seeking reimbursement "must provide enough information for the [c]ourt, and the adversary, to assess the reasonableness of the hours worked on each discrete project," Themis Capital v. Democratic Republic of Congo, No. 09 Civ. 1652 (PAE), 2014 WL 4379100, at *7 (S.D.N.Y. Sept. 4, 2014), reconsideration denied, 2014 WL 4693680 (S.D.N.Y. Sept. 22, 2014). The critical inquiry is "whether, at the time the work was performed, a reasonable attorney would have engaged in similar time expenditures." Grant v. Martinez, 973 F.2d 96, 99 (2d Cir. 1992).

As noted above, 136 FPC has voluntarily withdrawn its request for the billing entries that the Razinskis argue are "excessive, duplicative, [or] vague." (Mem. in Opp'n at 1.) Due to the lack of information regarding the billings entries that make up the reduced request, the Court is unable to determine the exact hours for which 136 FPC seeks compensation. Despite this shortcoming in the record, the Court can evaluate the reasonableness of the reduced request because the uncontested hours contained in the Modified Billing Records are reasonable. In total, the Modified Billing Records reflect 87.36 hours billed by Baker and 18.38 hours billed by Wendle. Although 136 FPC does not seek compensation for the total number of uncontested hours, the 105.7 hours reasonably account for the more than two years of litigation and the filing of the successful motion for summary judgment. Furthermore, the individual descriptions of the billed work are sufficiently specific, and the hours expended on each task are within reason. With the "excessive, duplicative, and vague" billing entries removed, no further reduction is necessary. Accordingly, the reasonableness of 136 FPC's proposed fee award turns on the reasonableness of the hourly rates charged by Baker and Wendle.

2. Reasonableness of Requested Hourly Rates

In their Memorandum in Opposition, the Razinskis argue that the requested hourly rates for both attorneys are unreasonable.

The Razinskis note that Baker's hourly rate has increased 50% since 2013 and that Wendle's rate is the same as the rate Baker charged as a partner in 2015. In its Reply, 136 FPC "objects to this argument," but, in light of the Razinskis' position, asks "the Court to determine a reasonable rate on the papers" for both Baker and Wendle. (Reply Mem. of L. at 4.) Having considered the records submitted by 136 FPC and the specifics of this case, the Court concludes that the requested hourly rates for Baker and Wendle are unreasonable and must be reduced.

"The reasonable hourly rate is the rate a paying client would be willing to pay." Arbor Hill Concerned Citizens Neighborhood Ass'n v. Cty. of Albany, 522 F.3d 182, 190 (2d Cir. 2008). In determining that rate, the court must "bear in mind all of the case-specific variables that [the Second Circuit] and other courts have identified as relevant to the reasonableness of attorney's fees." Id. Those factors include:

(1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the level of skill required to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the attorney's customary hourly rate; (6) whether the fee is fixed or contingent; (7) the time limitations imposed by the client or the circumstances; (8) the amount involved in the case and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases."

Id. at 186 n.3 (citing Johnson v. Georgia Highway Exp., Inc., 488 F.2d 714, 717 (5th Cir. 1974), abrogated by Blanchard v. Bergeron, 489 U.S. 87, 109 S. Ct. 939, 103 L. Ed. 2d 67 (1989)).

The court must also “bear in mind that a reasonable, paying client wishes to spend the minimum necessary to litigate the case effectively.” Arbor Hill, 522 F.3d at 190; accord Lilly v. City of New York, 934 F.3d 222, 231 (2d Cir. 2019).

Accordingly, the reasonable hourly rate in a “simple, ‘garden-variety’” case may be lower than the reasonable hourly rate in a more complex matter. Lilly, 934 F.3d at 231-32 (“It was entirely appropriate for the district court to consider the complexity of a matter because a reasonable paying client would consider the complexity of his or her case when deciding whether an attorney’s proposed hourly rate is fair, reasonable, and commensurate with the proposed action.”).

Baker is a named partner of Baker, Leshko, Saline & Drapeau and has 40 years of legal experience. (Baker Aff’d ¶ 9.) Before entering private practice, Baker clerked for Judge Irving Ben Cooper of this District. (Id.) In considering the reasonableness of Baker’s hourly rate, the Court notes that although Baker likely “command[s] the requested rate in the marketplace, Arbor Hill requires us to consider whether there are ‘other effective attorneys who might have charged less.’” Goodwin v. Hawker Dayton Corp., No. 19 Civ. 4284 (LGS) (GWG),

2019 WL 6223955, at *6 (S.D.N.Y. Nov. 22, 2019) (quoting Durso v. Modern Food Ctr., Inc., 17 Civ. 7324 (LAK) (GWG), 2018 WL 3019112, at *5 (S.D.N.Y. June 18, 2018)). Here, 136 FPC's breach of contract claim was straightforward, the litigation was short lived, and the opposing party was proceeding pro se. See Coakley v. Webb, No. 14 Civ. 8438 (ER), 2016 WL 1047079, at *5 (S.D.N.Y. Mar. 10, 2016) (reducing requested fee of \$625 to \$575 for qualified and experienced attorney because of "the duration and simplicity of [the] case"); see also Perez Garcia v. Hirakegoma Inc., 17 Civ. 7608 (SLC), 2020 WL 1130765, at *12 (S.D.N.Y. Mar. 9, 2020) (awarding hourly rate of \$400 to experienced name-partner of small firm in action that did not involve "any novel or complex legal or factual questions"). Baker's requested \$750 an hour is similar to the rates that courts in this District have recognized as reasonable for senior partners at larger firms engaged in complex commercial litigation. See Errant Gene Therapeutic, LLC v. Sloan-Kettering Inst. for Cancer Research, 286 F. Supp. 3d 585, 588-89 (S.D.N.Y. 2018) (finding hourly rate for partners of \$765 and for associates of up to \$450 to be reasonable in commercial litigation); see also VR Optics, LLC v. Peloton Interactive, Inc., No. 16 Civ. 6392 (JPO), 2021 WL 1198930, at *5 (S.D.N.Y. Mar. 30, 2021) (concluding hourly billing rate of \$845 for highest-billed partner in complex patent infringement lawsuit to

be reasonable). Accordingly, the Court concludes that an hourly rate of approximately \$550 is reasonable for Baker.

As for Wendle, she graduated from Syracuse University School of Law in 2014 and "has been working for Baker, Leshko, Saline & Drapeau, LLP since shortly after her graduation" (Baker Aff'd at 5-6.) While working on this matter, she billed \$500 an hour. (Id. ¶ 7.) Similar to Baker, Wendle's requested rate falls outside the range of what courts in this District have recognized as reasonable for attorneys with comparable experience engaged in similar work. See Siegel v. Bloomberg L.P., No. 13 Civ. 1351 (DF), 2016 WL 1211849, at *6 (S.D.N.Y. Mar. 22, 2016) (noting "[a]ssociates with at least eight years of experience . . . generally command rates of between \$285 and \$350 per hour"); Decastro v. City of New York, No. 16 Civ. 3850 (RA), 2017 WL 4386372, at *5 (S.D.N.Y. Sept. 30, 2017) (finding \$300 per hour reasonable for senior associate who had been practicing law for eight years); Perez Garcia, 2020 WL 1130765, at *12 (awarding hourly rate of \$350 to experienced associate at small firm). This is particularly true when the case involves a straightforward legal issue. See Euro Pac. Cap., Inc. v. Bohai Pharms. Grp., Inc., No. 15 Civ. 4410 (VMJ) (LC), 2018 WL 1229842, at *8 (S.D.N.Y. Mar. 9, 2018) (finding hourly rate of \$250 reasonable for attorneys with one to eight years' experience in breach of contract action), report and

recommendation adopted, No. 15 Civ. 4410 (VM), 2018 WL 1596192 (S.D.N.Y. Mar. 28, 2018). Furthermore, Wendle's requested rate exceeds what courts in this District have recognized as reasonable for senior associates at large firms engaged in complex commercial litigation. See Carrington v. Graden, No. 18 Civ. 4609 (KPF), 2020 WL 5758916, at *13 (S.D.N.Y. Sept. 28, 2020) (finding \$425 per hour for a senior associate at a large firm engaged in complex litigation to be reasonable). Accordingly, the Court concludes that an hourly rate of approximately \$350 is reasonable for Wendle in this matter.

C. Reasonable Fee Award

As discussed above, 136 FPC's \$56,826.16 fee request is a product of an unknown combination of hours billed by Baker and Wendle at two different hourly rates. Because the requested rates are unreasonable, the Court must reduce 136 FPC's \$56,826.16 request to arrive at a reasonable fee. See Henley v. Eckerhart, 461 U.S. 424, 433 (1983) ("The most useful starting point for determining the amount of a reasonable [attorney's] fee is the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate."). Accordingly, the Court will reduce the overall fee request by a percentage that reflects a reasonable hourly rate for Baker and Wendle. See McGlone v. Cont. Callers Inc., 146 F. Supp. 3d 582, 587 (S.D.N.Y. 2015) (Imposing 25% reduction to fee award due to

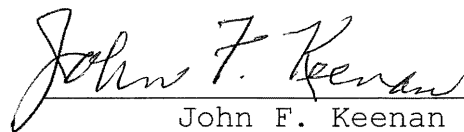
"absence of clear figures in plaintiffs' submissions for the total number of hours that each individual attorney expended . . ."). As the Court noted above, a reasonable hourly rate for Wendle is approximately \$350. As for Baker, a reasonable hourly rate for a partner at a small firm with his experience is around \$550. A 28% reduction to the requested rates achieves a reasonable hourly rate for both attorneys: \$540 for Baker and \$360 for Wendle. The Court, therefore, will use its "considerable discretion," Arbor Hill, 522 F.3d at 190, to reduce 136 FPC's fee request of \$56,826.16 by 28%, or \$15,911.32. The resulting fee award reflects the total hours requested by 136 FPC at a reasonable hourly rate for both attorneys.

IV. Conclusion

For the foregoing reasons, 136 FPC's Motion for Attorneys' fees (ECF Nos. 59, 60) is GRANTED to the extent that 136 FPC is granted attorneys' fees in the amount of \$40,914.84. The Clerk of the Court is respectfully directed to terminate the motions docketed at ECF No. 59 and ECF No. 60 and close this case.

SO ORDERED.

Dated: New York, New York
March 30, 2022


John F. Keenan
United States District Judge